

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
(Richmond Division)**

CIT SMALL BUSINESS LENDING CORP.  
One CIT Drive  
Livingston, NJ 07039

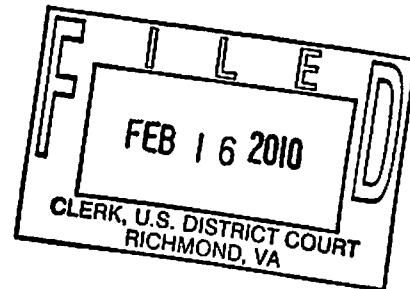
Plaintiff

v.

GWENDOLYN J. PFOUTS DVM, PC  
d.b.a. Berryville Ave. Veterinary Clinic  
c/o Robert B. Smith, III  
217 Randolph Building  
1500 Forest Ave  
Richmond VA 23229

GWENDOLYN J. PFOUTS  
2121 S. Pifer Road  
Star Tannery, VA 22654

Defendants



Civil No.

3:10CV100

**COMPLAINT**

Plaintiff CIT Small Business Lending Corp. ("CIT"), by and through counsel states as follows:

**JURISDICTION AND VENUE**

1. Plaintiff CIT is a Delaware Corporation with its principal place of business in New Jersey.
2. Defendant Gwendolyn J. Pfouts DVM, PC ("the PC") is a Virginia professional corporation. Its principal place of business is in the Commonwealth of Virginia. It transacts business within the Eastern District, Richmond Division of this Court.
3. Defendant Pfouts is a natural person domiciled in the Commonwealth of Virginia within the Western District of this Court.

4. This Court has jurisdiction over this matter because there is complete diversity of citizenship and the amount in controversy reasonably exceeds \$75,000.00. Venue is proper in this District and Division because the PC conducts business within the Division. 28 U.S.C. § 1331 (a)(1).

### COUNT I

5. On or about August 24, 2005 the PC executed a promissory note in favor of CIT in the principal amount of Four Hundred Twenty Three Thousand Dollars (\$423,000.00) (the "Note").

6. A true and accurate copy of the Note is attached hereto as Exhibit A.

7. On or about August 24, 2005 Defendant Pfouts executed an unconditional guarantee of the Note (the "Guaranty").

8. A true and accurate copy of the Guaranty is attached as Exhibit B.

9. CIT is the holder of the Note and beneficiary of the Guaranty.

10. The PC defaulted on the Note by *inter alia*, failing to make payment when due, failing to preserve the collateral and ceasing operations.

11. Under the terms of the Note and Guaranty, Defendants are liable to CIT for all amounts due, including interest, late fees, expenses and attorney's fees.

12. Under the terms of the Note and Guaranty, Defendants waived presentment, demand notice of dishonor and all other notices. The balance due as of February 16, 2010 is as follows:

Principal:	\$338,388.94
Interest:	\$22,992.65
Late Fees:	\$2,070.57
Expenses:	<u>\$1,969.55</u>
TOTAL	\$365,421.71

plus per diem interest of \$50.99, costs and legal fees.

WHEREFORE Plaintiff requests judgment in its favor against Defendants, jointly and severally in the amount of \$365,421.71 plus per diem interest from February 16, 2010 of 50.99, costs and legal fees.

Respectfully submitted,

  
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